

REMARKS

Claims 1-11 and 20-52 are pending. Claims 1, 11 and 30 have been amended to more precisely claim the present invention, as discussed below. New claims 50-52 have been added.

Claims 1, 11 and 30 have been amended to recite “by using one or more modules” or “by using the one or more modules” within each step. New claims 50-52 are similar to claims 1, 11 and 30, respectively, but recite “using one or more modules” or “using the one or more modules” within each step, *inter alia*, as further discussed below. Support for this subject matter can be found on pages 6-7 of the specification for example. At the top of page 6, it is described that the insurance configuration and sales system according to the present invention can be a component base, object-oriented design that is distributed across a multi-tier architecture. This architecture can consist of an Application Layer, a Presentation Layer, a Session Layer, and a Data Layer. At the top of page 7, the set of business objects contained with a Session Layer is described as an example. Semantic models and modules are further described with respect to the insurance configuration and sales system functionality. One or more modules or parts within a multi-tier architecture that can be used include a customer data input module, a sales tool module, an insurance plan info database, a plan configuration engine

module, a plan configuration engine module, a preliminary proposal generator module, and a customer data input module. Additional modules are described, for example on page 10 of the specification. Once data is input into the system, the data can be used by all other modules. Details about each module are described throughout the specification. During the interview, the Examiner inquired about the support for the amendments made in Applicant's earlier Amendments/Responses. The Examiner is now referred to these passages in the instant application for support of not only for the amendments made within this response but also for the amendments previously made in prior responses. In addition to the specification, the original claims also provide support for the amendments made in the previous responses. See for example claim 6, pertaining to the subject matter regarding determining whether an offered plan is or is not available to the customer. This subject matter was deleted from claim 6 and added to the independent claims in the Response dated October 23, 2006.

Additionally, claims 50-52 recite "comparing the customer data with the plan requirements data from the stored insurance plan products by using the one or more module." This step is described in the specification, for example, at the bottom of page 12, where the plan with the best match based on user requirements is determined. Further, claims 50-52 recites "... that is different from the stored insurance products by the comparing the customer data and the determining of the

particular insurance plan.” Support for these amendments can be found throughout the specification as it is clearly shown that the customized proposal is produced by utilizing one or more of the steps and modules. These language are added based on the Examiner’s suggestion during the interview, of claim language that distinguish the present invention from the prior art. Applicant’s representative thanks Examiner Pass and Primary Examiner Gilligan for their helpful suggestions.

Thus, no new matter has been added by way of this Amendment.

Applicant thanks Examiner Natalie Pass and Primary Examiner Luke Gilligan for the courtesies extended to Applicant’s representative, Dinh Nguyen, regarding the personal interview on May 1, 2007.

During the interview, Applicant’s representative explained Applicant’s invention, and the deficiencies of the prior art with respect to the claimed limitations. Thus, Applicant’s representative argued against the rejections made in the Office Action dated January 17, 2007 by discussing all of the prior art of record with respect to all of the pending claims. Other issues were discussed which are all reiterated herein.

Applicant has amended the claims by incorporating all of the changes suggested by the Examiner during the interview. As noted in the Interview Summary, PTOL-413 form, the Examiner agreed to consider suggested

amendments that can overcome the rejections. Applicant's representative discussed how different the present invention is compared to the combination of prior art applied in the rejections, and the Examiner understood the difference as discussed below. Nevertheless, the Examiner stated that she will re-examine the prior art in light of the suggested amendments, to see if the features are taught elsewhere than what was cited and referred to in the Office Action. Insofar as the Examiner's indication that the suggested amendments will not be entered without the filing of a Request for Continued Examination, Applicant urges the Examiner to consider the amendments as presented herein because they do not require further search and require only minimal additional consideration.

The arguments against the rejections during the interview are reiterated below:

The Office Action rejects claims 1-11, 20-27, and 30-47 under 35 U.S.C. §103(a) as being obvious over Lockwood (U.S. Patent No. 4,567,359) in view of Warady (U.S. Patent No. 6,067,522). Somewhat similarly, the Office Action also rejects claims 28-29 and 48-49 under 35 U.S.C. 103(a) as being obvious over Lockwood and Warady and further in view of Gamble et al. (U.S. Patent No. 6,163,770).

Applicant respectfully traverses these rejections.

The present invention relates to configuration and sales information to sales persons and customers. The present invention allows customized proposals when there are no set insurance plans available for a customer. The development of insurance plans is a complex process that requires customer contact, proposal tracking, cost/price information, best fits, insurance plan related rules, among other things. The present invention also allows for immediate access to information such as options/products availability and easy transmission to underwriters. It eliminates the need for multiple tools for a single sale and eliminates inconsistency of information, while accomplishing multiple tasks with a possible single maintenance and updating. Furthermore, the present invention provides an automation process that can use a single database that can provide a complete proposal that is otherwise impossible.

Many features that exist within the present invention allow this to happen. For example, the present invention: 1) can generate customized proposals, 2) can use customer data to provide an estimated cost, 3) can provide a transportable system, 4) can use multiple modules within a single system such as a sales tool module, an insurance plan database, a plan configuration engine module (allows customer selection with a plan database to construct a set of plans and has plans requirements), and a proposal generator module, and 4) can be automated to sort through voluminous amount of information. Other important features of the present

invention can include an interconnection of functional modules and/or a tracking mechanism of the status of proposals. The prior art, and even if the cited references are combinable as suggested by the Examiner, does not provide a comprehensive system as that of the present invention.

The present claims all require, *inter alia*, a step of “determining if a particular insurance plan may be offered but is not currently available to the customer...” The Office Action asserts that this limitation is met in FIG. 7e of Warady et al. by the warning statement regarding “INSURANCE BEING DELAYED IF YOU ARE NOT IN ACTIVE EMPLOYMENT...ON THAT DATE THAT INSURANCE WOULD OTHERWISE HAVE BECOME EFFECTIVE” (see the first [partial] paragraph on page 8 of the Office Action).

FIG. 7e is a “blank enrollment form generated by the health and welfare benefit enrollment system” (column 3, lines 55-57). However, nowhere does the “blank enrollment form” determine if “YOU ARE NOT IN ACTIVE EMPLOYMENT...” as would, of course, be necessary to meet the present limitation of determining if a particular insurance plan may be offered but is not currently available...”

Also, the present limitation requires that “determining if a particular insurance plan may be offered but is not currently available to the customer...” (emphasis added). The warning in the “blank enrollment form” describes some future possible date, reciting “ON THAT DATE THAT INSURANCE WOULD HAVE OTHERWISE

BECOME EFFECTIVE." Clearly, "currently available" and availability at some future "THAT DATE" are not the same. Additionally, the present limitation requires a "particular insurance plan" while the warning in the "blank enrollment plan" does not appear to refer to any particular insurance plan.

At the top of page 8 of the Office Action, the Examiner alleged that the teaching of Warady's "YOUR INSURANCE WILL BE DELAYED IF YOU ARE NOT IN ACTIVE EMPLOYMENT..." reads on the determining step in the claims, and that therefore, a particular insurance plan as disclosed by Warady may be offered but is not currently available. During the interview, the Examiner reiterated this argument and the Examiner understood that what is meant by the claims is clearly different from a qualification of a future event. Applicant respectfully submits that the situation that Warady is concerned with there is when an insurance plan is currently available "but for" a delay of a future event, i.e., employment, is clearly different from the requirements of the claim limitations. In Warady, the plan is still available and there is no need to generate a customized proposal that is different from any offered plan that exists in a database. These steps are all required in the independent claims. The claims must be read as a whole and in light of the specification and the Examiner therefore, cannot interpret a word recited in the claims out of context to read on a concept of future eligibility. Thus, Applicant maintains that the particular plan referred to by Warady with respect to Fig. 7e, is one that is currently available

to a customer. And even if one were to interpret the claims in the manner suggested by the Examiner, Warady's method does not disclose a determining step, a presenting step and a generating a customized proposal based on the status of a particular plan that is not currently available to a customer and Warady does not disclose generating a customized proposal in response to unavailability of an existing plan. For example, nowhere, including the form shown in Fig. 7e, does Warady disclose or mention anything remotely similar to a step of presenting and generating the information as claimed. There is absolutely no showing of how a display device can be used with, and/or displaying anything in or derived from the perquisites shown in table 110 of Warady's Fig. 2 in relation to the information shown in Warrady's Fig. 7e. The Examiner is respectfully requested to explain how she interprets the series of steps as presently claimed from the disclosure of the prior art in a cohesive and plausible manner. Applicant respectfully submits that any form of interpretation would be far-fetched using impermissible hindsight.

Additionally, Applicant would like to point out the following based on the Examiner's comments on page 3 of the Office Action (first full paragraph and last paragraph). In the first full paragraph, the Examiner stated that Lockwood and Warady teach a method for generating a customized proposal and referred to column 6, lines 3-11 of Lockwood. Applicant finds no discussion or disclosure whatsoever in the passage cited by the Examiner here, that Lockwood allows for a

customized proposal. Moreover, as indicated above, neither reference discloses or mentions anything that pertains to current availability of a particular insurance plan. Applicant has carefully studied the specific passages that the Examiner referred to at the bottom of page 3 (Lockwood: col. 3, lines 9-48, col. 5, lines 37-48, and col. 6, lines 3-4 and 17-32; Warady: Fig. 7e, col. 4, line 51 to col. 5, line 5, and col. 5, line 65 to col. 6, line 5), and finds that these passages do not disclose or even mention the limitations set forth. These passages merely relate to combining a general concept of insurance plan quotes with a credit card check system, and has nothing to do with customized proposals, generated by utilizing a computer system as presently claimed.

Thus, it is clear that the warning statement in the blank form shown in FIG. 7e of Warady et al. does not meet the limitations of the present claims. Additionally, in an effort to expedite prosecution, Applicant has amended the independent claims to recite “using one or more modules” within each step. These limitations clearly distinguish the claimed invention from any possible interpretation and combination of the cited prior art. It appears that the Examiner previously interpreted that many or all of the steps recited within the claims read on an individual performing the steps without any assistance from a computer system. The claims now require that at least one step utilizes a computer system.

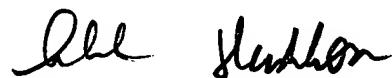
Further, neither Lockwood, which discloses an automatic information, goods

and services dispensing system, nor Gamble et al., which discloses a computer apparatus and method for generating documentation using a computed value for a claims cost, makes up for the deficiencies in Warady et al. In particular, neither Lockwood nor Gamble et al. discloses or mentions a step of “determining if a particular insurance plan may be offered but is not currently available to the customer...,” as required by the present claims. Furthermore, there is nothing in the applied prior art that would have made obvious the combination of references in a manner suggested in the Office Action.

Reconsideration and withdrawal of the rejections of claims 1-11 and 20-49 are respectfully requested. New claims 50-52 further define particular features of the present invention that are clearly not disclosed in the prior art as discussed above. Language was added, based on the Examiner’s helpful suggestions during the interview.

In view of the above remarks, Applicant respectfully submits that this application is in condition for allowance. Favorable consideration and prompt allowance of the claims are earnestly solicited. Should the Examiner believe anything further is desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,
Jerome D. JOHNSON et al.



Abraham Hershkovitz
Registration No. 45,294

Dinh X. Nguyen
Reg. No. 54,923

HERSHKOVITZ & ASSOCIATES
2845 DUKE STREET
ALEXANDRIA, VA 22314

703-370-4800 (telephone)
703-370-4809 (facsimile)

patent@hershkovitz.net